



Docket No. 246400.0187

3712  
#3  
K. Cobb  
7/30/03

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Inventors: William F. STOUT et al.

Group Art Unit: 3712

Serial No. 09/838,129

Examiner: Not Yet Known

Filed: April 20, 2001

Confirmation No.: 9516

Title: A LATENT PROPERTY DIAGNOSING PROCEDURE

RECEIVED

BOX PATENT APPLICATION

NOV 22 2002

Assistant Commissioner for Patents  
Washington, DC 20231

TECHNOLOGY CENTER R3700

**REVOCATION OF ORIGINAL POWER OF ATTORNEY  
AND GRANT OF NEW POWER OF ATTORNEY**

The entire right, title and interest in and to the above-identified application has been conferred upon Educational Testing Service, by virtue of the Assignments filed concurrently herewith.

The undersigned is a representative empowered to act on behalf of the assignee, and hereby revokes all previous powers of attorney or authorizations of agent given in the above-identified application, and grants power of attorney to the following practitioners of the firm of WILMER, CUTLER & PICKERING, John W. Ryan, Reg. No. 33,771, Christopher T. McWhinney, Reg. No. 42,875, Jeremy K. McKown, Reg. No. 47,785, Anderson I. Chen, Reg. No. 44,436, Timothy B. Kang, Reg. No. 46,423, Ashok K. Mannava, Reg. No. 45,301, Bryan Webster, Reg. No. 47,214, Hyung N. Sohn, Reg. No. 44,346 and Steven B. Walmsley, Reg. No. 48,021, both jointly and separately, as practitioners with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected to this application, and to receive the granted patent.

All future correspondence should be directed to:

John W. Ryan  
Wilmer, Cutler & Pickering  
2445 M Street, NW  
Washington, DC 20037-1420  
(202) 663-6446  
(202) 663-6363 (facsimile)

Dated: 11/20/02

  
NAME: STANFORD VON MAYRHAUSER  
TITLE: Sr. Vice President / General Counsel

## ASSIGNMENT OF PATENT APPLICATION

WHEREAS I, the below named inventor, hereinafter referred to as Assignor, have made an invention entitled:

### A LATENT PROPERTY DIAGNOSING PROCEDURE

For which I filed an application for United States Letters Patent on April 20,2001, (Serial No.09/838,129).

WHEREAS, Educational Testing Service  
a corporation of New York  
whose post office address is 666 Rosedale Road, Mail Stop 38-D, Princeton, New Jersey 08541

(hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for good and valuable consideration, the receipt of which from assignee is hereby acknowledged, I as assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, provisional application Serial No. \_\_\_\_\_ filed \_\_\_\_\_ (if any), and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

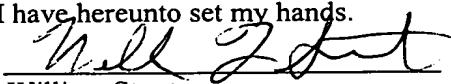
AND, I HEREBY authorize and request the attorneys I have empowered in the Declaration and Power of Attorney in this application, to insert here in parentheses (Application No. \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I have hereunto set my hands.

Signature of Assignor:

Name of Assignor:

Address

  
William Stout Date 7/23/02